

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 16, 2013

☐ Consent☒ Regular☐ Ordinance☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Adopt a resolution authorizing the lease of certain real property to Jupiter Community Health Services, Inc. (JCHS);
- B) Approve a Development Agreement with JCHS;
- C) Authorize the County Administrator or his designee to execute the Temporary Construction Easement (TCE) and Lease pursuant to the terms of this Development Agreement (Agreement); and
- D) Approve a budget amendment of \$896,000 in the Public Building Improvement Fund to recognize revenue and establish a project budget.

Summary: In October 2012, Staff was authorized to negotiate with JCHS, a 501(c)(3) corporation, for the expansion of Health Department operated and County owned Jupiter Health Center (Expansion) on Indiantown Road to create a facility from which JCHS can operate a no cost medical/dental clinic as a volunteer provider of services to eligible Palm Beach County residents. The Agreement; 1) establishes the fund raising milestones for JCHS and the process by which JCHS will transfer all funding required for the Expansion to the County, 2) provides the process by which the County will plan, design and construct the Expansion, 3) includes a TCE in favor of JCHS allowing for the placement and operation of an interim medical/dental clinic facility during the development of the Expansion, and 4) provides for a 30 year Lease with two (2) ten year options to extend at \$1.00/yr of the Expansion facility to JCHS. The Agreement provides for the following fundraising milestones; 1) pre-design and planning phase expenses within 90 days from the execution of the Agreement, 2) design phase expenses within 12 months from the completion of the planning phase, 3) 20% of construction phase expenses within 12 months of design approval, 4) 60% of construction phase expenses within 24 months of design approval, and 5) 100% of construction phase expenses within 36 months of design approval. Failure to achieve any milestone funding requirements will result in termination of the Agreement unless the County approves an extension. The Expansion will proceed in phases and each phase will commence upon County receipt of approval from JCHS and the required funding for the next phase. The County will procure all services required for the Expansion pursuant to County standard procurement practices. In consideration for JCHS's donation of funds for this Expansion, which will be designed to County standards and become a County owned asset, County is waiving its staff charges associated with the Development Agreement and will assume ongoing maintenance and capital renewal/replacement responsibility for the Expansion identical to the responsibilities that the County has at other County owned and Health Department operated clinics. The Health Department strongly supports this item and believes this to be an important partnership to provide the ideal delivery model for developing a continuum of care for patients waiting for insurance approval, who may not currently qualify for care or who may intermittently qualify for care. (FDOAdmin) Countywide (HJF)

Background & Policy Issues: The JCHS has been providing limited medical services to uninsured patients by working in collaboration with the Health Department through a volunteer provider program agreement. The JCHS seeks a permanent facility adjacent to the Health Department's West Jupiter Health Center on County property at 6405 West Indiantown Road, Jupiter so that JCHS can expand the hours and types of services provided.

(Continued on Page 3)

Attachments:

1. Location Map
2. Campus Aerial
3. Resolution
4. Development Agreement
5. Budget Amendment

Recommended By: _____

Department Director

Date

Approved By: _____

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	896,000	0	0	0	0
Operating Costs					
External Revenues	(896,000)	0	0	0	0
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No ☒

Budget Account No: Fund Program Dept Unit Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

JCHS will be raising funds from a variety private donors, and non-profit and governmental grants. The budget amendment establishes the necessary accounts to accept the revenue from JCHS and from which the County expenditures will be made. There are no out of pocket expenses for the County associated with the agreement as all project funding will be received from JCHS prior to the County entering into any agreements for the work. The County will be waiving Staff charges estimated at \$95,000 over the course of the development of the project and will assume responsibility for maintaining the facility after construction. The estimated County annual maintenance associated with this facility is estimated at \$10,000/year.

The County has renewal/replacement projects planned for the existing Health Center and projected for funding in FY 2015, 2016, and 2017 which will remain in the County's R/R budget but may be combined into construction contract for the JCHS (using County approved funding) to reduce costs and work having to be re-done to allow for connections, etc.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control
4-8-13 B. B. B. B. B.

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

The County owns property at the NE corner of Indiantown Road and Central Blvd within the Town of Jupiter city limits. There are three existing primary buildings on the campus from which the County provides services; the West Jupiter Recreational Center, West Jupiter Head Start/Community Action Council Building, and the West Jupiter Health Center. There is also a cross access easement for an adjacent commercial property and the campus is at maximum parking capacity, so any further development cannot encumber any land currently being used for programs and must have use patterns that complement the existing uses to maximize the use of existing constrained parking facilities.

JCHS is an independent, not for profit corporation that exists so low income, uninsured and underserved residents in the community have access to quality health services through a well-coordinate system of care. JCHS is a facilitator in a process that results in a community that excels in planning and delivering health care to vulnerable populations, resulting in improved health, satisfied patients and providers, and efficient use of the community's health care resources. JCHS, Jupiter Medical Center and the Florida Public Health Institute conducted a Community Needs Assessment to assess the need for a clinic to serve uninsured/underserved adults. The indicators included; 1) % of population living at or below 200% of the Federal Poverty levels, 2)% of population uninsured or enrolled in Medicaid; 3) unemployment rates, 4) number of students receiving free/reduced lunches, 5) registered workers at El Sol-Jupiter's Neighborhood Resource Center, and 6) number of primary care visits to JMC Emergency Dept by Medicaid and uninsured patients. The study also noted very few, if any, medical providers accepting Medicaid for adult patients and the Health Department's Adult Primary Care Clinic being located 20 miles away in West Palm Beach. JCHS will provide primary medical/dental and referral to specialty care as available by volunteer medical/dental professionals at no charge to the patient and pursuant to the FS 766.1115 Volunteer Provider Program. The Agreement requires JCHS to continually maintain a Volunteer Provider Agreement with the Health Department.

Operationally, the site is ideally suited to this purpose and also enables the sharing of administrative support and services with the Health Department. The provision of services of this type is consistent with the Towns adopted goals and objectives and the Town of Jupiter is in support of the proposal. The Agreement is structured to enable the JCHS to begin operations from a modular unit while the Expansion is under construction. Physically, the Expansion complements the existing uses by not creating any measurable increase in demand for parking, and whose hours of operation complement the existing uses.

When the concept was first proposed to the County, the concept was for JCHS to construct a standalone permanent facility adjacent to the existing Health Center. However after preliminary due diligence was performed, a standalone facility was determined not to be feasible to due to; 1) physical site constraints combined with the need for an on-site temporary facility, and 2) the high level of required coordination during development resulting from the physical proximity of the uses and in order to provide continuous services to all uses during development. The modified approach allows the project to become feasible, provide the County with the ability to plan and manage the impacts of the development and operation of the Expansion on other campus occupants, while reducing the operating costs to JCHS which allows the not for profit to maximize the use of operating dollars for patient care.

The County will utilize its standard procurement procedures and standards for development of a County facility. The Agreement sets for the processes by which approvals on the plans and specifications will be approved by JCHS, the management of the contingency and the change order process. In the event that the costs of the construction are projected to exceed the amount of funds raised by JCHS and provided to the County, JCHS has the option to reduce the scope of the project or provide additional funding. In the event that JCHS does not provide direction in the timeframe required, the County may proceed with scope changes necessary to complete the Expansion within the project budget.

The Agreement provides fundraising milestones which afford the JCHS varying amounts of time to raise the funds necessary to fully fund the various phases of design and 100% of the construction prior to the County authorizing the work. In addition, the fundraising milestones provide a mechanism for JCHS to update the County on its fundraising efforts. The fundraising milestones are contained in the following table.

FUNDING MILESTONES

Development Phase	Fundraising Milestone
Pre-Design and Planning	90 days from the execution of the Agreement
Design	12 months from completion of Planning Phase.
Construction	20% - 12 months from design approval 60% - 24 months from design approval 100% - 36 months from design approval

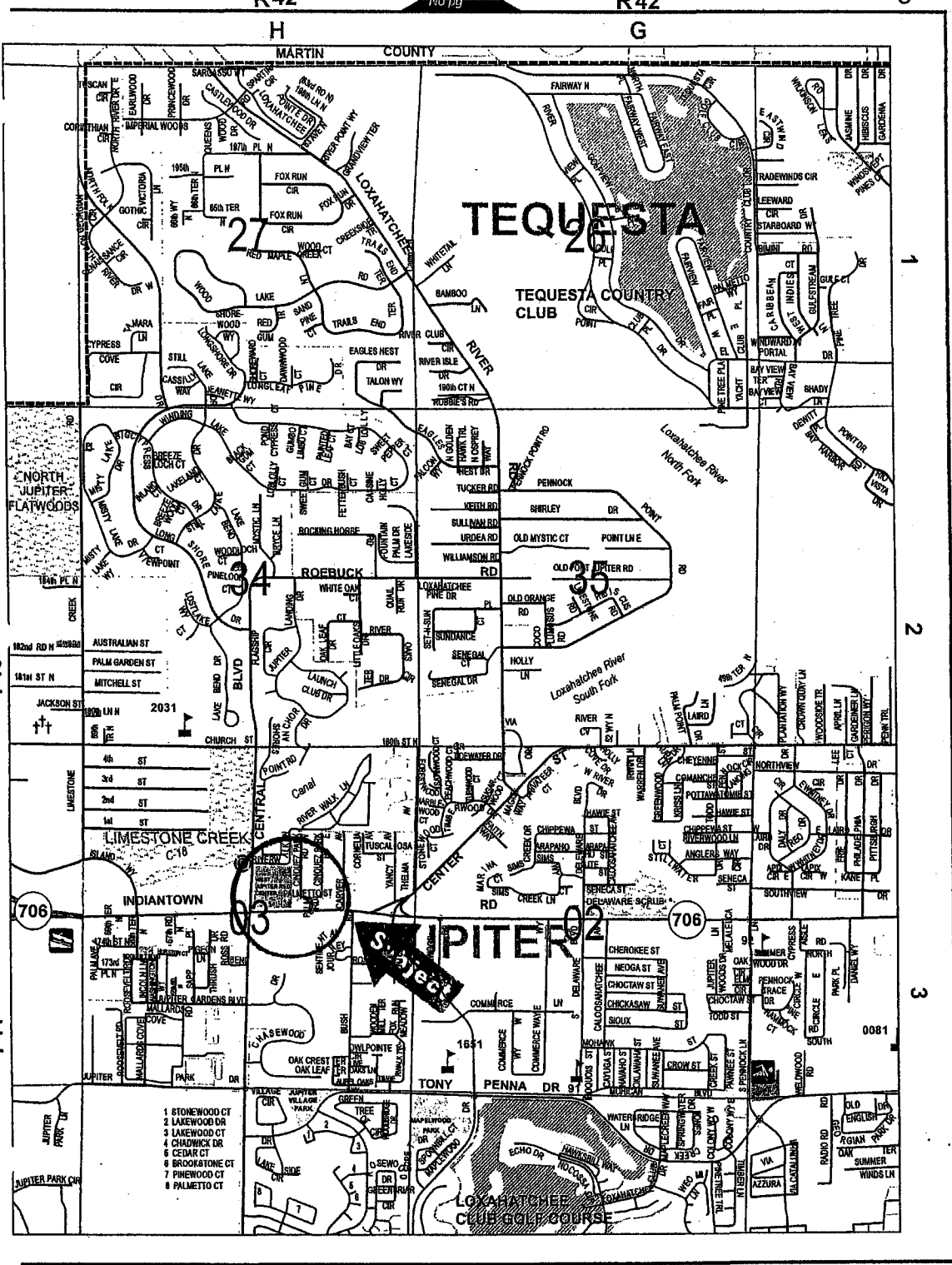
Background & Policy Issues (Cont'd)

Based on the above fundraising milestones and the duration of the project phase itself, the shortest duration for the Expansion is 31 months (2.5 years) assuming that the funding to begin the next phase is available at the conclusion of the prior phase and the estimated duration of tasks is within the middle of the range. A more likely duration for the Expansion is 60 months (5 years), with an outside duration of 81 months or 6.75 years (assuming no extensions). The structure of the agreement allows for funding milestones, including status reports no greater than every 12 months during construction.

JCHS may choose to enter into a TCE for a temporary facility at any time after the execution of the Agreement which will extend until 120 days after physical occupancy of the Expansion, seven (7) years after the execution of the Agreement, or 180 days after termination of the Agreement for any reason; whichever occurs first. JCHS has no more than 90 days to complete the installation of the temporary improvements once it commences; while being responsible for site security and ensuring that no attractive nuisances exist during the installation process. The location of the TCE shall not encumber any space currently used for programming or parking and only requires the County to relocate the dumpster serving the Health Center and/or combining it with the Recreation Center's dumpster during the duration of the TCE. All costs associated with the TCE are borne by JCHS and they are required to post a \$20,000 financial guarantee in favor of the County for the restoration of the site. The form and substance of the TCE is attached to the Agreement and will be executed by the County Administrator or his designee when JCHS requests and has fulfilled the requirements of the Agreement.

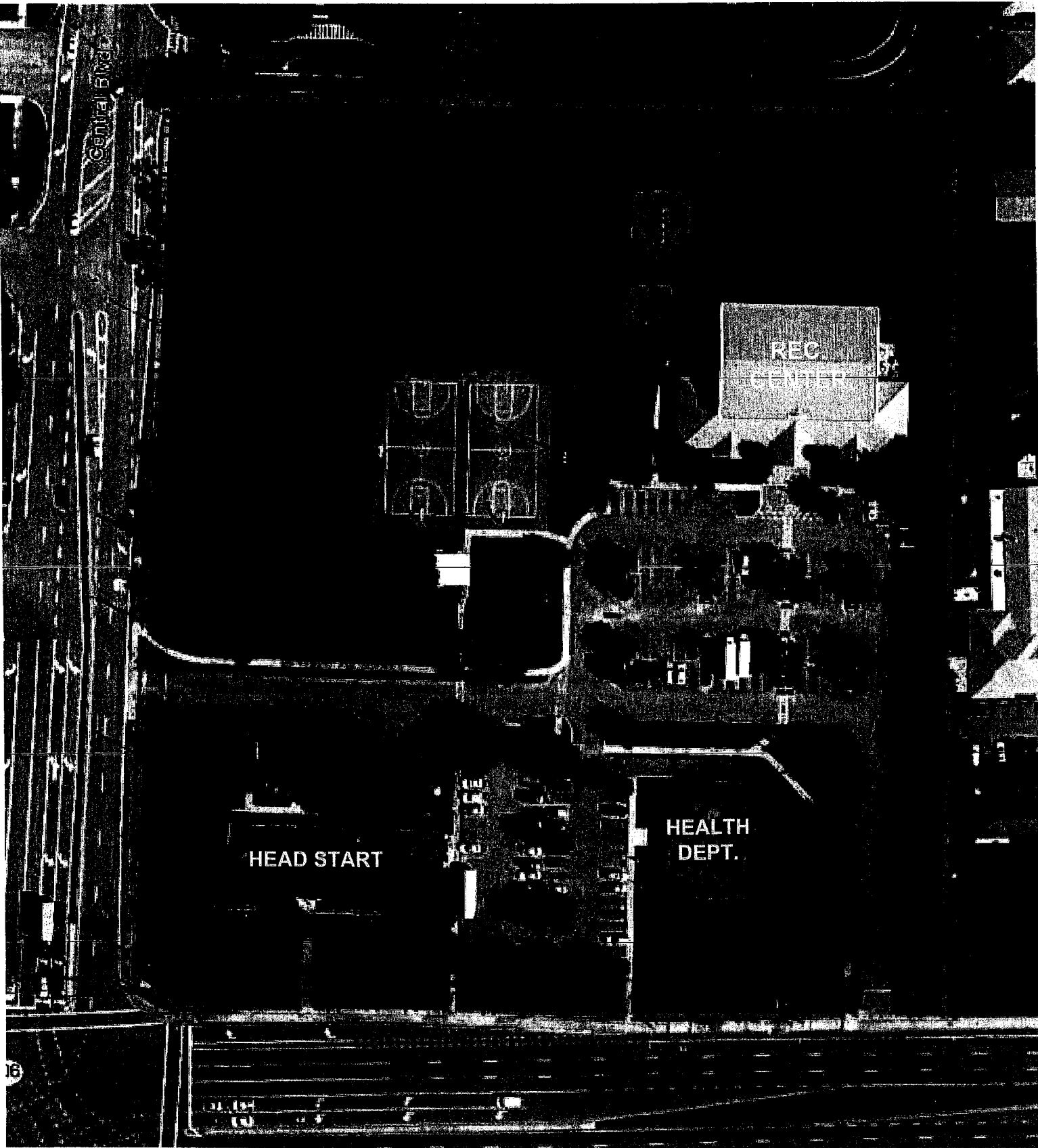
Prior to occupancy and no later than 60 days after substantial completion of the Expansion, JCHS must request the execution of the Lease of the Expansion for the specific purpose of operating a health clinic providing medical/dental health services at no charge to indigent persons under the State Volunteer Provider Program, FSS 766.1115. The Lease allows JCHS to permit the Health Department the right to use the Expansion with no further approvals from the County. The Lease for a period of thirty years with the option for two (2), ten (10) year renewals providing that JCHS continues to provide the services contemplated by the Lease. The form and substance of the Lease is attached to the Agreement and will be executed by the County Administrator or his designee when JCHS requests and has fulfilled the requirements of the Agreement.

T40
T40
T41



LOCATION MAP

11



RESOLUTION NO. 20__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO JUPITER COMMUNITY HEALTH SERVICES, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jupiter Community Health Services, Inc., a Florida not-for-profit corporation ("JCHS"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County lease certain real property owned by Palm Beach County to JCHS for use by JCHS to provide health and dental services at no cost to county residents pursuant to an agreement with the Department of Health,

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall lease to JCHS pursuant to the Lease attached hereto and incorporated herein by reference, for a term of thirty (30) years and an annual rental of One Dollar (\$1.00), the real property identified in such Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Steven L. Abrams, Mayor
Commissioner Priscilla A. Taylor, Vice Mayor
Commissioner Hal R. Valeche
Commissioner Paulette Burdick
Commissioner Shelley Vana
Commissioner Mary Lou Berger
Commissioner Jess R. Santamaria

The Mayor thereupon declared the resolution duly passed and adopted this day of _____, 2013.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: Amy Wolf
Department Director

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT is made and entered into _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and **Jupiter Community Health Services, Inc, d/b/a My Clinic**, a 501(c)(3), not for profit corporation with a tax id number of 80-0653642, hereinafter referred to as "JCHS".

WITNESSETH

WHEREAS, JCHS is an independent, not-for-profit corporation that exists so that low income, uninsured and underserved residents in the community may have access to quality health services through a well-coordinated system of care; and

WHEREAS, the Florida Department of Health (Health Department), the Health Care District of Palm Beach County, (Health Care District), and JCHS have determined the need for a free health clinic to serve low-income, uninsured/under-insured individuals in Palm Beach County; and

WHEREAS, co-locating the free health clinic with existing Health Department services will maximize existing resources by creating mutual referral sources, allow for joint purchasing and will enable patients to seek care in one location as their insurance status may fluctuate between Medicaid or Health Care District coverage and no insurance at all; and

WHEREAS, the COUNTY owns the Jupiter Auxiliary Health Center at 6405 Indiantown Road, Jupiter, FL (Jupiter Health Center) which is operated by the Health Department and both the COUNTY and Health Department desire to expand the Jupiter Health Center (Expansion Project) to provide facilities for a free health clinic operated by JCHS; and

WHEREAS, JCHS will provide the COUNTY with the funds necessary to plan, design and construct the Expansion Project; and

WHEREAS, the COUNTY, in coordination with JCHS is willing to provide program management services for the planning, design and construction of the facility; and

WHEREAS, the COUNTY will lease the Expansion Project to the JCHS to provide primary medical and basic dental care and referral to specialty care as available to qualified

residents of Palm Beach County pursuant to the JCHS Volunteer Provider Program Agreement with the Health Department.

NOW THEREFORE, in consideration of the mutual promises made herein, the COUNTY and JCHS agree as follows:

1. PURPOSE

The purpose of this Agreement is to; 1) describe the representative/program management services to be provided by the COUNTY in conjunction with the procurement, design and construction of the Project, 2) grant a Temporary Construction Easement (TCE) for JCHS to install and temporarily operate a modular unit from which to provide its services in the period before the Expansion Project is ready for occupancy, 3) grant a Lease to JCHS for the permanent operation of a free health clinic in the Expansion Project, and 4) identify the funding responsibilities and milestones for the Expansion Project.

2. DEFINITIONS

- A. Building Program Includes identifying basic design components, quantifying space size requirements, analyzing inter-relationships between the users of the space, and evaluating building infrastructure components.
- B. Capital Improvements Division A work unit within the Facilities Development & Operations Department of the Palm Beach County Board of County Commissioners charged with responsibility for the planning, design and construction of public facilities within the jurisdiction of the County.
- C. Close Out The conclusion of the Construction Project including the COUNTY obtaining all documentation, releases and certifications required by the Construction Contract. Close Out typically occurs thirty (30) to one hundred and eighty (180) days after final completion of the project.
- D. Consultant The designer(s) to be engaged by COUNTY to provide planning, architectural and engineering services for the Expansion Project through design and construction.
- E. Construction Contract The contract for construction management for the Expansion Project at risk services between COUNTY and the Contractor.

- F. Contractor The entity or entities which enter into a Construction Contract with COUNTY.
- G. COUNTY Palm Beach County, a political subdivision of the State of Florida.
- H. COUNTY Project Manager The person with primary responsibility for providing the County program management services contemplated by this Agreement, employed by the COUNTY's Facilities Development & Operations Department/Capital Improvements Division.
- I. Design Contract The contract between COUNTY and the Consultant(s) for the design of the Expansion Project.
- J. Development Review Memo A document which summarizes the results of the Consultant's work product in the Planning Services Phase.
- K. Expansion Project The design and construction of the Expansion of approximately 2500 square feet to be used by the JCHS to provide free medical and dental services pursuant to the terms of this Agreement.
- L. Expansion Project Budget The budget for the Expansion Project which will include all anticipated planned costs to JCHS as well as a contingency of 15% of the estimated costs of each service to be provided as set forth in Section 3B of this Agreement.
- M. JCHS Representative A person designated by the JCHS to act on its behalf with respect to rendering timely decisions, approvals (either approving or securing JCHS approval), processing accounting approvals, authorizing JCHS initiated change orders, and funding transfers, and to act as the point of contact for the COUNTY's Project Manager for all of JCHS' responsibilities in this Agreement.
- N. Notice to Proceed The contractual documentation that authorizes a Consultant to perform the specific scope of work described. This agreement contemplates multiple Notices to Proceed to be issued to accomplish the total scope of the design work.

- O. Planning Acceptance Memo A written and signed document consisting of the Development Review Memo and Expansion Project Budget which reflects the COUNTY's and JCHS' agreement to the basis of design and which concludes the Planning Services Phase.
- P. Statement of Probable Cost A cost estimate based on limited scope of information and detail prepared by a Consultant in the Pre-Design Phase to be used to develop the Expansion Project Budget.
- Q. Volunteer Provider Program Agreement A written agreement incorporating the provisions of the the state Volunteer Provider Program, §766.1115, Florida Statutes. This program was established by the Legislature to encourage health care providers to donate medical/dental care to uninsured low income residents of Florida under state sponsored sovereign immunity protection for the providers.

3. PROGRAM MANAGEMENT SERVICES OF THE COUNTY

A. General

- 1) The COUNTY shall provide program management services throughout all phases of the Expansion Project.
- 2) Unless specifically identified, the COUNTY shall have the full authority to take all actions and make all decisions necessary to prosecute the work associated with awarded contracts. In such capacity, the COUNTY shall use its best professional judgment in determining which matters are of a nature and magnitude where consultation with and approval by JCHS must be obtained prior to authorizing an action. In general, the matters which are routinely addressed with, or require approval by the Director of Facilities Development & Operations will require review by and approval of JCHS's Project Representative. Matters, which are routinely addressed with, or require approval by the County Administrator, will require review by and approval of JCHS's Executive Director. Matters, which are routinely addressed with or require approval by the Board of County Commissioners, will require review by and approval of JCHS's Board of Directors. However, when a specific provision of this Agreement requires JCHS approval or consultation prior to COUNTY taking action, such specific provision shall be applied to that specific approval requirement.

3) The COUNTY shall select a Consultant(s) that currently holds a continuing contract with the COUNTY to perform the Pre-Design and Planning Phase and Design Phase services. The JCHS Representative shall participate in the selection process as a voting member of the selection committee which will consist of the Director of Capital Improvements Division, County Project Manager and JCHS Representative, for each Consultant required. The COUNTY shall select, retain and coordinate the professional services of surveyors, special consultants and testing laboratories required for the Expansion Project without further selection committees.

4) The COUNTY shall select a Contractor from the COUNTY's pool of general contractors holding annual construction manager at - risk contracts and the JCHS Representative shall participate in the selection process as a voting member of the selection committee which will consist of the Director of Capital Improvements Division, County Project Manager and the JCHS Representative.

5) The COUNTY shall use the standard form contract for both design and construction service authorizations and/or work-orders which incorporates all provisions required by state statute, local laws or policies including but not limited to, payment and performance bonds and insurance.

6) The COUNTY shall negotiate the fees associated with each Consultant and/or Contractor proposal and pay each Consultant and/or Contractor from the funds provided by the JCHS.

B. Pre-Design and Planning Phase Services

1) Within ninety (90) days from execution of this Agreement, the COUNTY shall invoice the JCHS for 100% of the funds required to fund the Pre-Design and Planning phase services of this Agreement. JCHS shall transfer 100% of the Pre-Design and Planning phase funds to COUNTY within thirty (30) days of County invoice and prior to COUNTY executing a Consultant Contract.

2) Following the transfer of the funds required to fund the Pre-Design and Planning Phase of the Expansion Project, COUNTY will diligently begin work on the Pre-Design and Planning Phase services.

3) The COUNTY shall enter into an agreement with a Consultant(s) necessary to implement the Scope of Planning Study, as described in Attachment "B" herein, and to conduct a development review to determine any issues that would impede or affect the Expansion Project which includes, but is not limited to, an additional 2,500 \pm square foot building, vehicular parking made necessary by the Expansion Project, and ancillary site improvements. Using the Building Program and preliminary space plan provided by the Consultant(s), applicable land development regulations will be identified and reviewed to verify compliance capability, site layout opportunities will be explored and a limited review of existing site infrastructure will be performed to determine if any infrastructure improvements are required to facilitate the Expansion Project. The work is being performed to determine the feasibility of the Expansion Project and to develop a Statement of Probable Costs for the Expansion Project prior to engaging in any further design efforts or making application(s) for a Development Order(s). The Consultant's work product from the Planning Study shall be summarized in Development Review Memo. The Building Program and preliminary space plan will be developed considering the input and program needs of the JCHS.

4) The COUNTY shall meet with JCHS to establish the Expansion Project's design requirements and shall invite JCHS to attend each scheduled meeting or conference with the Consultant(s) during the Pre-Design and Planning Phase.

5) The COUNTY shall cause the Consultant to prepare, in conjunction with JCHS, a Building Program for the Expansion Project as well as a preliminary space plan.

6) Using the Statement of Probable Cost provided by the Consultant, the COUNTY Project Manager shall prepare an Expansion Project Budget which shall include all soft and hard costs as well as a contingency for written approval by JCHS.

7) If the results of the Development Review Memo and the Expansion Project Budget are acceptable to both the COUNTY and JCHS, the Parties shall enter into a Planning Acceptance Memo, which is an agreement approved by both COUNTY and JCHS and which merges the documents and becomes the basis for the design of the Expansion Project. JCHS shall approve the Planning Acceptance Memo within sixty (60) days of receipt or request an extension of no longer than an additional thirty (30) days.

8) Upon execution of the Planning Acceptance Memo, COUNTY will diligently begin work on an application(s) for submission to the Town of Jupiter for approval of the applicable Development Order(s). All applications for submission to the Town of Jupiter shall require approval of the JCHS.

9) In the event that JCHS does not comply with the timing requirements of 3B1 or 3B7, the COUNTY shall have the right to terminate this Agreement. In the case of termination the TCE shall terminate and the parties shall be relieved of all further obligations hereunder.

C. Design Phase Services

1) Upon request by JCHS but no later than twelve (12) months from approval of the Planning Acceptance Memo, JCHS will request an invoice for 100% of design funds shown on the Expansion Project Budget included in the Planning Acceptance Memo. Included in that request, JCHS shall notify the County whether it intends to fund the entire design phase or issue multiple notices to proceed. The COUNTY shall invoice the JCHS according to the selection. The JCHS shall remit payment of the invoice to COUNTY for either the entire design or the first phase of design within thirty (30) days of COUNTY invoice date. In the event JCHS fails to transfer the funds required for Design Services as set forth in Section 5 and provided that the delay in payment does not delay a start date for a established milestone as set forth in Section 6 of this Agreement, the COUNTY shall email the JCHS Representative with a notice to pay requiring transfer of the required funds within seven (7) days. In the event payment is not received within seven (7) days, COUNTY will email a second notice to pay to the JCHS Representative with an additional seven (7) days to pay. In the event the JCHS fails to pay an invoice within forty-four (44) days or in the event the JCHS is at a milestone set forth in Section 6, the COUNTY may terminate this Agreement and the TCE in accordance with Section 13.

- 2) The COUNTY shall prepare a contract(s) for Consultant services. Prior to the COUNTY executing a contract with a Consultant, JCHS will have opportunity to review the scope of the agreement, the cost of the agreement and the identified milestones which will require approval of the work product by JCHS prior to County executing the agreement. Each agreement/consultant services authorization shall require the written approval of JCHS. The written approval of JCHS shall represent JCHS acceptance of the scope of work.
- 3) The COUNTY shall conduct meetings between JCHS and Consultant to finalize and confirm the Expansion Project Building Program and other design criteria. The COUNTY will be responsible for maintaining meeting minutes and distributing same to all appropriate parties.
- 4) Any changes to the Building Program after approval of the Planning Acceptance Memo will require the written approval of JCHS. The parties will cooperatively work together to resolve any issues regarding such changes.
- 5) The Consultant will provide to the COUNTY and the COUNTY will provide to JCHS for review and comment, copies of the design submittals, schematic design, design development and construction documents.
- 6) The COUNTY shall meet with JCHS and Consultant(s) to review design submittals, including plans, specifications and schedules. The COUNTY shall provide JCHS with written reports detailing all comments resulting from such interim submittal reviews.
- 7) The COUNTY shall review all comments of JCHS as it relates to the design submittals and probable construction costs with the Consultant(s) to ensure the Consultant(s) address each comment and incorporate changes approved by JCHS, if any, into the Expansion Project.
- 8) Since the COUNTY is accepting full financial responsibility for the maintenance and capital renewal/replacement for the building, the COUNTY has the sole right to specify specific building materials, building systems, and/or construction methods which it determines to be in the benefit over the 50 year life of the building.

9) JCHS will approve each design submittal before the Consultant will be released for the next phase of the design, and/or construction at the conclusion of the design. In addition, if the JCHS chooses to fund the design phase in multiple Notices to Proceed, all such incremental payments must be completed and received by COUNTY within thirty (30) days of the COUNTY invoice date. In the event the JCHS fails to remit full payment following final email notice or in the event the JCHS fails to pay an invoice within thirty (30) days of invoice date, COUNTY may terminate the Agreement and the TCE and thereafter be released from all further obligations under the agreement as set forth in Section 13.

10) The COUNTY shall review and provide comments to JCHS upon receipt of the estimates of probable construction cost as prepared by the Consultant(s). The COUNTY shall advise JCHS where the estimate of probable construction cost exceeds the Expansion Project Budget requirements and make recommendations for corrective action.

11) The COUNTY shall monitor the compliance of Consultant(s) with the terms of their professional services agreement(s). The COUNTY shall promptly advise JCHS of any potential changes which deviate from the Planning Acceptance Memo, Building Program or that may impact the scope of work or the schedule of the work by the Consultant and consider input of the JCHS in resolving said issues including proposing options, when available, for JCHS consideration.

12) During the Design Phase, the COUNTY may employ the services of the Contractor to provide review of the proposed design, perform pre-construction estimating and scheduling, and approve the constructability of the design plans. COUNTY shall invoice the JCHS for the Contractor's pre-construction services. A copy of the COUNTY contract applicable to pre-construction services shall be included with the invoice. Such pre-construction services shall be processed by COUNTY and funded by the JCHS identical to any other Design Phase service.

13) At the conclusion of the Design Phase, the Expansion Project budget will be updated and will be the basis for the remaining funding milestones.

D. Construction Phase Services

- 1) Upon the request of the JCHS but no later than thirty six (36) months after completion of the design for the Expansion Project, JCHS shall transfer 100% of the funds required to fund the construction phase as shown on the updated Expansion Project Budget. JCHS must transfer 100% of the funds necessary to fully fund the financial obligations of the COUNTY as well as the agreed upon contingency. Multiple Notices to Proceed for the Construction Contract cannot be issued.
- 2) COUNTY shall be responsible for performing due diligence to obtain all development approvals and permits required for the construction of the Expansion Project. This includes updating the design if required by new building code requirements. JCHS shall pay all fees, costs or expenses of obtaining development approvals and permits from all entities excepting Palm Beach County, as set forth in Section 5G. In the event the COUNTY is unable to obtain all development and permit approvals necessary for the construction of the Expansion Project after due diligence, then COUNTY may terminate the Agreement as set forth in Section 13, provided however that the TCE's effective termination date shall be 180 days after the date of the notice of termination.
- 3) After the Construction Contract is bid and the price known, COUNTY will transmit a copy of the Construction Contract including the contract price, copies of the bond and insurance certificates to JCHS. If the contract price is equal to or lower than that in the Expansion Project Budget, the Construction Contract will be recommended for approval by the Board of County Commissioners. If the Construction Contract price is higher than that in the Expansion Project Budget, then JCHS shall have sixty days to transfer the necessary funds or may terminate this Agreement. Transfer of the funds to COUNTY constitutes acceptance of the scope of work and approval of the Construction Contract.
- 4) The COUNTY shall conduct a pre-construction conference(s), for attendance by the Consultant, JCHS representatives, the Health Department, the Contractor, and all other interested parties.
- 5) The COUNTY shall receive and review the Contractor(s) proposed construction schedule and schedule updates. The COUNTY shall advise JCHS of any matters affecting the construction schedule.
- 6) The COUNTY shall review the applications for payment submitted by the Contractor for completeness and conformance with contract

requirements. Certification of the amount(s) to be paid shall be determined with the Consultant(s). Copies of the applications for payment shall be sent to the JCHS Representative after COUNTY approval of payment application.

7) Changes to the Consultant(s) and Contractor scope of work that do not impact cost or functionality of the space shall be authorized by the COUNTY pursuant to its standard practice and copies of such change orders shall be provided to JCHS. The COUNTY reserves the right to proceed change orders that do not impact cost or functionality of the space without approval or input of the JCHS.

8) The COUNTY shall review all proposals for changes to the Construction Contract, of either time or cost, and advise JCHS regarding such proposed changes. Change orders will be authorized by COUNTY out of the contingency included in the JCHS Project Budget without prior approval of the JCHS, unless such change impacts the Building Program in which case the COUNTY shall seek approval from the JCHS on the scope of the change.

9) For changes that impact the Building Program or that cannot be funded from the contingency and require additional contributions from the JCHS, COUNTY shall present the JCHS with options, if any, for resolution of the change along with estimated costs by email notice to the JCHS Representative. The JCHS shall select and approve by return email to COUNTY, a resolution option within seven (7) business days of COUNTY email notice, or 24 hours prior to the date a critical path will be impacted, whichever is shorter. If the scope of the change requires additional funding, JCHS' approval of the change constitutes agreement to provide the additional funding required for the scope of the change. If JCHS does not agree with the additional cost associated with a change, the JCHS must work cooperatively with the COUNTY to reduce the scope of the Expansion Project so that the costs do not exceed the Expansion Project Budget. In the event that JCHS and COUNTY cannot reach agreement on scope reductions required to bring the Expansion Project costs into alignment with the Expansion Project Budget in a timeframe that is necessary to maintain the Expansion Project schedule, the COUNTY may, in its sole discretion, authorize scope changes and/or reductions. The COUNTY will provide JCHS with no more than two (2) business days prior notice of any such decision.

10) The COUNTY shall visit the site at intervals appropriate to determine in general if the work is proceeding in accordance with the contract documents and COUNTY shall advise JCHS in advance of those visits. COUNTY shall provide JCHS with construction progress reports. JCHS

shall have the right to visit the construction site on a monthly basis. Said site visits shall be requested by JCHS in advance and coordinated with the COUNTY Project Manager. During the site visits, JCHS can provide input to the COUNTY Project Manager regarding construction progress but shall not provide feedback or communicate directly with the Contractor. These visits can be coordinated with COUNTY scheduled site visits, but typically shall not exceed one visit per month.

11) The COUNTY shall conduct the substantial completion and final completion inspections.

4. RESPONSIBILITIES OF JCHS

A. JCHS shall designate a person to act on its behalf with respect to rendering timely decisions, approvals (either approving or securing JCHS approval), processing accounting approvals, authorizing JCHS initiated change orders, and funding transfers, and to act as the point of contact for the COUNTY's Project Manager.

B. JCHS shall not directly communicate with the Consultant(s) or Contractor(s) with regard to the Expansion Project but shall instead communicate with the COUNTY Project Manager.

C. JCHS acknowledges and agrees that time is of the essence and that it must provide timely feedback and approvals in order for the project to be accomplished in a cost efficient, timely manner.

5. PROJECT FUNDING AND PAYMENTS

A. JCHS shall be responsible for all the costs of this Agreement, but for those costs specifically undertaken by the COUNTY and identified in Section 5G of this Agreement. JCHS' funding responsibilities shall include all procurements, costs and expenses relating to the performance of this Agreement and reasonably required to complete the Expansion Project. Such costs include the costs and expenses incurred by the COUNTY for this Development Agreement including the costs of surveys, geotechnical investigations, preparation of as-built documents, special research or investigations associated with the Expansion Project, fees for regulatory approvals, advertising costs, utility connection charges, impact fees, threshold building inspection services if required, and the cost of any other services not specifically identified as a COUNTY funding responsibility in Section 5G of this Agreement.

B. The Expansion Project Budget included in the Planning Acceptance Memo will include all anticipated planned costs to JCHS as well as a contingency. The budget will include a contingency of 15% of the estimated costs of each service to be provided. All funds sent by the JCHS to the COUNTY will be placed in the Expansion Project Budget and expenditures of the Expansion Project shall be paid from said Expansion Project Budget. As services are completed, unused contingency funds will roll into the contingency for future work until the Expansion Project is completed. One hundred percent (100%) of any funds remaining in the budget at the close-out of the Expansion Project will be refunded to JCHS within 30 days of the Close Out date.

C. JCHS acknowledges that the COUNTY will not contribute any funds to the construction of the Expansion Project, and as a result, JCHS is encouraged to raise sufficient funds to allow JCHS to maintain its own contingency account in the event that the costs exceed the Expansion Project Budget. The COUNTY will immediately notify the JCHS Representative by email at any time that the costs of the Expansion Project are projected to exceed the Expansion Project Budget for JCHS approval of scope reductions or increase to Expansion Project Budget.

D. In the event there are changes to codes which trigger revisions in the design and/or additional permits in between the time of the approval of the design and the time that construction commences, the JCHS shall be solely responsible for the additional costs relating to performing the design revisions and obtaining the required permits or approvals or the JCHS may terminate this Agreement pursuant to Section 13, provided however that the TCE's effective termination date shall be 180 days after the date of the notice of termination.

E. Change orders will be funded from the Expansion Project Contingency. For each phase authorization (ie: pre-design and planning, design and construction), 20% of the contingency may be used for changes initiated by JCHS. JCHS initiated changes which exceed 20% in any phase will require JCHS to provide additional funding for the change prior to the change work being authorized by the COUNTY. Upon 75% completion of each phase, the COUNTY may use any contingency funds available for any Expansion Project purpose

F. All funds transferred by the JCHS to the Expansion Project Budget pursuant to this Section shall not be encumbered in any way and must not be the subject of any contractual obligations, express or implied, other than those expressly set forth in this Agreement, including but not limited to, rights of set-off, refund, or donor conditions or contingencies, including but not limited to continued operation or existence of the Jupiter Health Clinic or the JCHS, recruitment of physicians or expansion of services.

G. The COUNTY is solely responsible for funding all costs or services associated with: 1) the COUNTY's staff and program management services, 2) administration of the provisions of warranties furnished as part of the Construction Contract, 3) litigation with Consultants or Contractors resulting from the Contracts, 4) maintenance and capital renewal/replacement for the building, 5) costs specifically assigned to the COUNTY pursuant to Attachment D – Lease, attached hereto and made a part hereof, and 6) the costs associated with obtaining approvals from the Board of COUNTY Commissioners, Palm Beach County.

H. In the event the Construction Contractor fails to complete the Construction Contract and COUNTY relies on the contractor's surety bond for completion of the construction phase of the project, COUNTY agrees to hold JCHS harmless from any cost that was not contemplated by the original scope of the Construction Contract, provided that the cost is not the result of a JCHS change request, or any written, agreed upon change order or change in project scope.

I. Donations and Grants to JCHS

- 1) The COUNTY understands that JCHS may distribute copies of this Agreement and may discuss its contents or specific provisions with anyone at any time.
- 2) Except for referencing the existence and contents of this Agreement and/or providing a copy of this Agreement, JCHS agrees that it shall not use the name of COUNTY in its oral or written promotional or fund raising efforts and the JCHS shall ensure that the COUNTY's name or logo does not appear in any promotional and/or fund raising media whether communicated in writing or orally, without the written consent of the COUNTY in each instance.
- 3) JCHS shall fully and expressly disclose in all fund raising efforts and donor agreements that funds transferred to the COUNTY are not subject to set off, return or refund, except as expressly set forth herein and that if this Agreement terminates, the COUNTY shall utilize the monies as set forth in this Agreement.

- 4) At such time that the COUNTY delivers the Expansion Project budget, the COUNTY will provide to JCHS; 1) the value of the land underlying the facility, 2) an estimate of the COUNTY staff costs for managing the development of the Expansion Project, and 3) the value of the annual building maintenance and operation costs: all to be incurred by the COUNTY in support of the Expansion Project.
- 5) As may be permitted by the Town of Jupiter, the COUNTY shall permit the installation of signage announcing the Expansion Project and/or seeking donations facing Indiantown Town Road which size, message and placement will be subject to prior approval of the COUNTY.

6. EXPANSION PROJECT MILESTONE DELIVERABLES AND TIMELINE

- A. JCHS may enter into the Temporary Construction Easement at any time requested following approval of this Agreement by the Board of County Commissioners.
- B. JCHS shall have ninety (90) days from the Effective date of this Agreement to fund 100% of the Pre-Design and Planning Phase.
- C. JCHS shall have twelve (12) months from the approval of the Planning Acceptance Memo to fund the Design Phase services through one or multiple Notices to Proceed.
- D. JCHS has thirty-six (36) months from the approval of the design to fund 100% of the construction costs.

The JCHS shall provide fund-raising status reports to COUNTY at twelve (12) month intervals from approval of the design until 100% of the construction funds are transferred or thirty-six (36) months, whichever is sooner. The twelve month report must demonstrate by receipts and guaranteed pledges that the JCHS has raised no less than twenty (20%) percent of the construction funds. The twenty-four month status report must demonstrate by receipts and guaranteed pledges that the JCHS has raised no less than sixty (60%) percent of the required construction funds.

- E. In the event that the JCHS fails to transfer the funds or meet any of the fund-raising milestones required by this Section 6, the JCHS shall have the right to request COUNTY extend the relevant timeframe by

written request to Board of County Commissioners, through Facilities Development & Operations. If no request for extension is received by the fundraising milestone deadline, or if the request is denied, the COUNTY shall have the right to terminate this Agreement, the TCE and the Lease and thereafter the parties shall be relieved of all further obligations hereunder.

- F. JCHS shall enter into the Lease prior to occupancy of the Expansion Project and no later than 60 days after substantial completion of the Expansion Project.
- G. JCHS shall vacate and restore the TCE no later than 120 days from the completion and occupancy of the Expansion Project.

7. TEMPORARY CONSTRUCTION EASEMENT TO JCHS

- A. The COUNTY agrees to grant JCHS the TCE attached as Attachment C for the purpose of JCHS installing a modular building to temporarily provide free health services. The TCE shall be executed by County at the request of the JCHS at any time following the Board of County Commissioner's approval of this Agreement provided the JCHS has executed the TCE and posted the required financial guarantee.
- B. The JCHS shall be responsible for all costs associated with the TCE.
- C. The Director of Facilities Development & Operations shall have the authority to execute the TCE on behalf of the COUNTY after approval of the COUNTY Attorney's Office for legal sufficiency.

8. EXPANSION PROJECT LEASE

- A. Prior to occupancy of the Expansion Project and no later than 60 days after substantial completion of the Expansion Project, the parties agree to execute the Lease, the Exhibits to the Lease, and to make any non-material changes in form and/or substance prior to execution, without any separate approvals by the COUNTY or JCHS. Any material changes to the Lease will be treated as an amendment to this Development Agreement, which shall require approval of the Board of County Commissioners and JCHS' Board of Directors.

- B. The Director of Facilities Development & Operations shall have the authority to execute the Lease on behalf of the COUNTY after approval of the COUNTY Attorney's Office for legal sufficiency.
- C. The Lease will be promptly recorded by the COUNTY with the Palm Beach County Clerk and Comptroller's Office.

9. INDEMNIFICATION AND LIABILITY

A. JCHS agrees that the COUNTY is performing the services required under this Agreement in part, as an accommodation to JCHS and therefore, JCHS agrees to waive any and all claims or causes which JCHS may, in the future, have or acquire against the COUNTY for damages sustained by JCHS as a result of any act, error, or omission of the COUNTY, or any of its officers, employees, agents or independent contractors, in the performance of the requirements of this contract. Such waiver and release includes, but is not limited to, claims arising from or during the design or construction of the Expansion Project.

B. To the extent permitted by law, JCHS shall indemnify, hold harmless and defend the COUNTY and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and reasonable attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by JCHS, or anyone performing any act required of the JCHS in connection with performance of this Agreement. The obligations shall survive acceptance of any services and payment by the COUNTY.

C. To the extent provided under Section 768.28 of the Florida Statutes, County assumes any and all risks of personal injury and property damage attributable solely to the negligent acts or omissions of County and its officers and employees while acting within the scope of their employment by County. Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense that is not inconsistent with Section 768.28, Florida Statutes and that is available to such party under the laws of the State of Florida; or (2) the consent of the County or its officers, employees and/or agents to be sued; or (3) a waiver of sovereign immunity, or any of the provisions of Section 768.28, Florida Statutes, by the County beyond the waiver for money damages up to the amounts set forth in section

768.28 of the Florida Statutes. This Section shall survive termination of this Agreement.

D. County shall require the Construction Contractor name the JCHS as an additional insured under the County required Contractor's liability insurance coverage.

10. JCHS AND HEALTH DEPARTMENT

The JCHS has contracted with the Health Department to provide medical services with no costs to eligible indigent persons under the state Volunteer Provider Program, §766.1115 Florida Statutes. This program was established by the Legislature to encourage health care providers to donate medical/dental care to uninsured low income residents of Florida under state sponsored sovereign immunity protection for the providers.

11. TERM OF AGREEMENT

The total duration of services under this Agreement shall commence with the execution of this Agreement and shall continue through 30 days after final acceptance of the Expansion Project.

12. AMENDMENTS TO THIS AGREEMENT

This Development Agreement may be amended from time to time by written amendment signed by both parties.

13. TERMINATION

A. This Agreement may be terminated by JCHS at any time prior to the execution of a Construction Contract by the COUNTY, by delivering written notice to COUNTY at the address identified in Section 16, at least 30 days prior to the effective date of termination. After COUNTY's receipt of the notice, the COUNTY will stop work within two (2) business days of the receipt of the notice from JCHS.

B. This Agreement may be terminated by the COUNTY upon the happening of any event authorizing termination as set forth in a specific section of this Agreement.

C. In the event COUNTY or JCHS terminates the agreement prior to the execution of the Construction Contract, the COUNTY shall utilize the funds in the Expansion Project Budget to pay all costs incurred or obligated to third parties prior to the date of the termination notice. Within 30 days of the payment of all funds owed to third parties, the COUNTY shall return all remaining funds to JCHS. In the event of termination of this Agreement, the TCE and Lease shall be terminated and the COUNTY and the JCHS shall be released from all remaining obligations under this Agreement.

D. In the event that the COUNTY receives a notice of termination after the COUNTY executes a Construction Contract, the COUNTY shall be authorized and entitled to continue with the construction through to its completion and shall retain all funds previously transferred to COUNTY for that purpose and the TCE and Lease shall terminate and the COUNTY and the JCHS shall be released from all remaining obligations set forth in this Agreement.

E. In the event the Volunteer Provider Program Agreement with the Health Department is terminated, the COUNTY may terminate this Agreement and both parties shall be released from all further obligations and the TCE and the Lease shall terminate.

14. SURVIVAL

Notwithstanding anything herein that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement shall survive the expiration or early termination of this Agreement.

15. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the COUNTY enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the COUNTY or receiving COUNTY funds shall fully cooperate

with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

16. NOTICES

Any written notice given pursuant to the terms of the Agreement shall be in writing and done by Certified Mail, Return Receipt Requested except as otherwise provided herein. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the COUNTY:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With copy to:

County Attorney Office
Attn: Design and Construction
301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401

As to JCHS:

Chairman of the Board
Jupiter Community Health Services
1210 S Old Dixie Hwy Bldg 1002 Suite 302
Jupiter FL 33458

As to The Department of Health:
Dr. Alina Alonso, Director
Palm Beach County Health Department
800 North Clematis Street
West Palm Beach, FL 33401

17. APPLICABLE LAW/ENFORCEMENT COSTS

This Agreement shall be governed by the laws of the State of Florida. In the event of any action, suit, or proceeding is commenced with respect to the interpretation or enforcement of this Agreement, each party in such action, suit, or proceeding shall

be responsible for its own costs, expenses and fees including without limitation, attorney's fees, incurred by such party in connection therewith.

18. FILING

This Agreement, including any memorandum or short form thereof, shall not be recorded in the public records without the prior written consent and joinder of the COUNTY.

19. DELEGATION OF DUTY

Nothing contained herein shall be deemed a delegation of the Constitutional or Statutory duties of the COUNTY.

20. ENTIRETY OF CONTRACT

The COUNTY and JCHS agree that this Agreement sets forth the entire understanding and agreement between the parties, with respect to the subject matter thereof, and that there are no promises or understandings other than those stated herein and this Agreement supercedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement, and it may not be modified or amended, except in writing signed by all of the parties hereto.

21. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

22. WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

23. TIME OF ESSENCE

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

24. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

25. EFFECTIVE DATE OF AGREEMENT

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

26. HEADINGS

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

27. NON-DISCRIMINATION

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Agreement.

28. CONSTRUCTION

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

29. NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens of County or employees of County or any employee of the JCHS or other person who is providing funding, volunteering for, or otherwise assisting the JCHS.

30. WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

31. AMENDMENT

This Agreement may be modified and amended only by written instrument executed by the parties hereto.

32. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

33. TIME COMPUTATION

Any references in this Agreement to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Agreement that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.

34. ASSIGNMENT

Neither County nor JCHS may assign this Agreement or any interest herein without the prior written consent of the other party, which may be granted or withheld at such other party's sole and absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and

void, without legal effect and shall constitute a breach of this Agreement. This provision shall be construed to include a prohibition against any assignment, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

35. OTHER REMEDIES

35.1 Other Remedies of COUNTY In the event JCHS fails, neglects or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, COUNTY shall have the right to: (1) terminate this Agreement by written notice to JCHS, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement and the TCE and Lease shall terminate; (2) grant JCHS a reasonable period of time within which to cure such default during which time JCHS shall utilize JCHS's best efforts, including bringing suit, to remedy such default; or (3) seek specific performance of the terms of this Agreement. In the event COUNTY elects option number two (2) set forth hereinabove and JCHS fails or is unable to cure such default within the applicable time period, COUNTY shall have the rights identified in option numbers one (1) and three (3) set forth hereinabove. In the event COUNTY elects option number three (3) and COUNTY is unable to obtain specific performance of this Agreement for any reason, COUNTY shall have the right to terminate this Agreement and the TCE and Lease and pursue damages.

35.2 Other Remedies of JCHS In the event COUNTY fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in this Agreement, JCHS shall have the right to: (1) grant COUNTY a reasonable period of time within which to cure such default during which time COUNTY shall utilize COUNTY's best efforts, including bringing suit, to remedy such default; or (2) seek specific performance of the terms of this Agreement. In the event JCHS elects option number one (1) set forth hereinabove and COUNTY fails or is unable to cure such default within the applicable time period, JCHS shall have the rights identified in option number two (2) set forth hereinabove. In the event JCHS elects option number two (2) and JCHS is unable to obtain specific performance of this Agreement for any reason, JCHS shall have the right to terminate this Agreement, in which event the parties shall be released from all obligations hereunder other than those which specifically survive termination of this Agreement and the TCE and Lease shall terminate.

36. FORCE MAJEURE

In the event the performance by COUNTY of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which COUNTY reasonably determines will interfere with its ability to perform, COUNTY shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed on the day and year first written above.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

BY: _____
Deputy Clerk

Approved as to Form and
Legal Sufficiency

BY: _____
Senior Assistant County Attorney

WITNESSED:

BY: Stacey Brandt
Signature

Stacey Brandt
Witness Printed Name

BY: Amy Pepper
Signature

Amy Pepper
Witness Printed Name

WITNESSED:

BY: _____
Signature

Witness Printed Name

BY: _____
Signature

Witness Printed Name

JCHS Development Agreement
3.20.13

PALM BEACH COUNTY, FLORIDA, a political
subdivision of the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
Steven L. Abrams, Mayor

Approved as to Terms and Conditions

BY: Armen Wolf *AW*
Director, Facilities Development and
Operations

JUPITER COMMUNITY HEALTH SERVICES,
INC., a 501 (c)(3) not for profit Florida
corporation

BY: Ron Surowitz
Ron Surowitz, D.O.
Chairman of the Board

PALM BEACH COUNTY HEALTH
DEPARTMENT
AS TO SECTION 10 ONLY

BY: _____
Dr. Alina Alonso, Director

ATTACHMENT A
Aerial Photography of Health Department and Surrounding Area



ATTACHMENT B
*Scope of Pre-Design and Planning Phase Services**

1. Review applicable development regulations which apply to the use of the site and identification of property development regulations that will affect the proposed Expansion Project.
2. Perform one site visit to review existing conditions on site.
3. Preparation of a base map in AutoCAD of the existing conditions.
4. Using the Building Footprint/Program provided by the Consultant, prepare two (2) sketches of a preliminary site layout to determine how the proposed Expansion can best be accommodated on the subject property complying with applicable property development regulations and allowing for necessary drainage and on-site utilities as determined by a professional civil engineer. Prepare one refinement to each sketch based on input from COUNTY, civil engineer and JCHS.
5. Coordinate with a professional traffic engineer to evaluate the traffic impact of the proposed expansion, identify any required roadway improvements, and determine implications for compliance with Palm Beach County Traffic Concurrency regulations.
6. Schedule and attend one(1) meeting with Jupiter Planning & Zoning Staff to review approach and site design for the Expansion Project to confirm code compliance and process and to identify any outstanding items.
7. Prepare a Development Review Memo identifying relevant development regulations, approval procedures and any obstructions affecting the intended improvements that comprise the Expansion Project.
8. Work with the COUNTY to review the proposed configuration of the Expansion Project, its compliance with code, and assess the changes that will be necessary to be included in the Development Order application and any variance requests which may be necessary.
9. Coordinate with COUNTY, JCHS and other Consultants to identify outstanding issues and to quantify impacts prior to moving forward with the Development Order application(s).
10. Schedule and attend pre-application meeting to review this project (including traffic, and mitigation requirements) with Town of Jupiter Planning & Zoning staff to solicit

pre-submittal comments.

11. Prepare color graphics of the site plan and an aerial photograph for JCHS' use in seeking donations.
12. Complete the Building Program
13. Complete a space plan based on the building program which graphically shows the location of the tenants within the overall space.
14. Prepare a color rendering of the conceptual elevations of the proposed building.
15. Prepare a statement of probable cost for the Expansion Project, separately identifying any improvements and the costs thereof, which are not solely resulting from the Expansion Project.

**Subject to change upon receipt of further information and findings during the exploratory state for development of the Development Review Memo.*

(The remainder of this page is intentionally left blank)

ATTACHMENT C
Temporary Construction Easement

Prepared by & Return to:
Ben Williamson
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 30-42-41-03-00-000-1100

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 and **Jupiter Community Health Services, Inc.**, d/b/a My Clinic, a 501 (c)(3)a not-for-profit corporation whose mailing address is 1210 S Old Dixie Hwy., Bldg. 1002 Suite 302, Jupiter FL 33458 ("Grantee").

RECITALS

Whereas, County is the owner of the land depicted in Exhibit "A" attached hereto (the "County Property"); and

Whereas, Grantee and County have entered into an agreement for the development, design, construction and funding of a permanent health clinic (the "Development Agreement") and the Grantee desires to begin providing services from a temporary location until the permanent building is completed; and

Whereas, Grantee has requested that County grant a Temporary Construction Easement to allow Grantee install a modular building on County Property, operate a temporary health clinic, and undertake all necessary utility relocations and installations and parking re-striping necessary to maintain service to the County Property and serve the Grantee's temporary improvements.

Now, therefore, for and in consideration of the sum of ONE DOLLAR (\$1.00) to the County in hand paid by said Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby grant to the Grantee, a non-exclusive Temporary Construction Easement upon the real property which is identified and depicted on Exhibit "B" attached hereto ("the Easement Premises"). The rights granted pursuant to this Easement shall be limited to; (1) the Grantee shall have

the right to utilize the Easement Premises solely to install a modular unit and to temporarily operate a free health/dental clinic (the "Project") and (2) the Grantee shall have the right to approve the temporary operation of programs of the Palm Beach County Health Department at the Easement Premises. The rights granted pursuant to this Easement shall expire and this Easement shall automatically terminate the earlier of: i) one hundred and twenty (120) days after physical occupancy of the Expansion Project, or (ii) seven (7) years from the effective date of this Easement, or (iii) one hundred and eighty (180) days after termination of the Development Agreement. In all cases, at or before the effective date of termination, the modular building and all personal property shall have been removed and the Easement Premises restored pursuant to Section 4 herein. Notwithstanding such automatic termination, Grantee shall promptly deliver to County a Release of Easement, in a form satisfactory to County, upon surrender of the Easement Premises, if so requested by County.

1. **Conditions to Right of Usage.** Grantee shall obtain from County and any other necessary governmental entities written approval of all plans relating to the installation or construction of any improvement within the Easement Premises prior to commencement of installation or construction thereof. Approval shall be obtained from County's Facilities Development & Operations Department/Division of Property and Real Estate Management and may contain reasonable operating conditions from the County Parks and Recreation Department. All improvements shall be constructed at Grantee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits and applicable statutes, rules, regulations, codes and ordinances.. Grantee shall give County ten (10) days written notice prior to commencement of construction; Grantee shall not be entitled to construct any improvements within the Easement Premises other than those specifically identified herein.

2. **Location of Existing Utilities.** Grantee shall not interfere with, obstruct or change existing utilities to County facilities. Grantee may propose alterations to existing utilities which must be approved in writing by County. Any alterations to existing utilities must be permanent improvements and accessible to County without access to the Easement Premises. Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Easement Premises, if any, and shall contact and coordinate with all utilities that have facilities within the Easement Premises.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Easement Premises for any purpose not specifically permitted hereby, including, without limitation, staging or storage of construction equipment or materials. Grantee further acknowledges and agrees that the Easement Premises will be open to the public only between the hours of 8:00 AM and 9:00PM Monday through Saturday, with no services being rendered to the public on Sundays and federal holidays.

4. Maintenance, Repair, and Restoration. Grantee accepts the Easement Premises in its "as is" condition and shall be solely responsible for and shall, at all times, maintain and repair, at its sole cost and expense the Easement Premises and all improvements currently existing or constructed hereafter during the term of this Easement. Grantee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Grantee's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality. Upon termination of the Temporary Construction Easement, Grantee shall have the responsibility of restoring the Easement Premises to its original condition at its sole cost and expense. Such restoration shall include repairing any damages and restoring landscaping or improvements or such other actions as required to return the Easement Premises to its original state using materials of like kind and quality, as existed prior to Grantee's entry on and usage of the Easement Premises.

In the event that Grantee fails to fulfill these maintenance, repair and restoration obligations, County shall provide Grantee with thirty (30) days written notice of the condition(s) of the property requiring maintenance, repair or restoration. In the event Grantee fails to perform such work, County will provide Grantee one final written notice requiring completion of the work within thirty (30) days of notice. If Grantee has not satisfactorily maintained, repaired or restored the Easement Premises within the additional thirty (30) days, COUNTY may complete the work and Grantee shall reimburse County for all costs and expenses incurred as a result of such failure within thirty (30) days of receipt of invoice or be in default under this Agreement.

5. Financial Guarantee. Grantee shall, at its sole expense, maintain in full force and effect throughout the duration of this Easement, a surety bond in a minimum amount of Twenty Thousand Dollars (\$20,000.00) as a financial guaranty of Grantee's performance under the terms of this Easement. The surety bond shall be issued by an insurance company or surety company qualified to do business in the State of Florida, which company shall be acceptable to the County which shall be determined in the County's sole and absolute discretion. The surety bond shall be substantially in the form attached hereto as Exhibit "C". Alternatively, Grantee shall deliver to County a clean irrevocable Letter of Credit for Twenty Thousand Dollars (\$20,000.00), in a form and drawn upon a financial institution acceptable to County. In the event Grantee elects to deliver a Letter of Credit, such Letter of Credit shall have a minimum term of six (6) years. Upon the failure of Grantee to perform any of the obligations hereunder, County shall be entitled to draw upon the financial guarantee in addition to any other rights or remedies available to County. Grantee acknowledges that it has delivered to the County such original surety bond or Letter of Credit, as applicable. Grantee shall provide County with commitment documents providing for continuation or replacement of the surety bond or Letter of Credit at least thirty (30) days prior to the expiration of the same. Grantee's failure to renew same upon expiration of its coverage term shall be deemed an event of default. Grantee and County agree that the Financial Guarantee Requirement will be terminated upon Grantee

having successfully raised 100% of the funds necessary for the construction phase of the permanent health clinic expansion.

6. **Other Obligations.** Grantee agrees to diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the County's use of the County's Property. Furthermore, Grantee shall immediately report to a County representative any condition or activity on the Easement Premises that poses a risk to persons or property. If directed by the County, Grantee shall postpone its activity until the County notifies the Grantee that it is safe to resume the activity.

7. **Personal Property.** County shall have no liability or responsibility whatsoever for Grantee's improvements, equipment, personal or other property, nor that of any other person or entity, placed upon or located within the Easement Premises. COUNTY shall have no responsibility for providing improvements, furniture or any personal property for this Temporary Easement. The property of Grantee to be installed by or on behalf of Grantee, whether fixed or moveable, including but not limited to furniture, examination and diagnostic equipment, dental equipment, communication equipment and computer equipment, are and remain the property of Grantee. The patient's records created and/or maintained by JCHS are deemed solely the property of the JCHS and are recognized to be the subject of federal privacy laws that would prohibit disclosure of the records. Notwithstanding the above, Grantee must remove all personal property from the Premises at or before the effective date of termination of this Temporary Construction Easement or the property shall be deemed abandoned and thereafter County may dispose of same in any manner County deems appropriate. If Grantee abandons the medical records of its patients, the patient medical records shall be delivered to the Palm Beach County Health Department for disposal in accordance to applicable federal and state laws, rules and regulations.

8. **Prohibition Against Liens.** Neither County's nor Grantee's interest in the Easement Premises shall be subject to liens arising from Grantee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Easement Premises or the County Property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

9. **Site Security.** Grantee shall ensure that the County Property and any improvements or personal property of Grantee is secure at all times and that no work or property of Grantee or its contractors creates an attractive nuisance or danger. The installation process, including but not limited to, the placement, securing of, and all site work required to install, operate and permit the use of the modular unit, must be completed within ninety (90) days of the contractor's commencement of the installation. This includes completing all site landscaping or restoration requirements and fully securing the modular unit from unauthorized entry or vandalism. Commencement shall be defined

as contractor's first physical presence at the Premises to begin the installation process. In the event Grantee fails to complete the installation process within ninety (90) days of commencement, the County shall have the right to terminate this TCE.

10. Insurance. Grantee shall provide and maintain, at its sole expense, in full force and effect at all times during the life of this Temporary Easement insurance limits, coverages or endorsements required herein. Grantee hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Grantee's liabilities and obligations under this Temporary Easement. Furthermore, Grantee shall and hereby does hold County harmless from any loss or damage incurred or suffered by County due to Grantee's failure to maintain such insurance.

A. Commercial General Liability.

Grantee shall maintain: Commercial General Liability with limits of liability not less than One Million Dollars (\$1,000,000) per Occurrence including coverage for, but not limited to, Easement Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Grantee shall ensure such coverage is provided on a primary basis. Grantee shall ensure that any contractor or subcontractor entering the Easement Premises on its behalf, has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 9.

B. Business Auto Liability.

Grantee shall maintain Business Automobile Liability with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability each Occurrence for owned, non-owned, and hired automobiles. In the event Grantee has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Grantee shall ensure such coverage is provided on a primary basis.

C. Workers' Compensation & Employers Liability.

Grantee shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts if required by law. Grantee shall ensure such coverage is provided on a primary basis.

D. Premises Insurance.

Grantee shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

E. Additional Insured Endorsement.

Except for Worker's Compensation and Business Auto Liability, Grantee shall cause each liability insurance policy required to be maintained by Grantee to be endorsed to add the County as an Additional. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Grantee shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

F. Certificate of Insurance.

Grantee shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. In the event coverage is cancelled or not renewed during the life of this Temporary Easement, Grantee shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Grantee fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Grantee shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County. The Certificate of Insurance evidencing such insurance coverage shall be provided to County's Property & Real Estate Management Division at the address set forth in Section 17 below prior to the commencement of any work pursuant to this Easement.

G. Waiver of Subrogation.

Grantee hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Grantee shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Grantee enter into such an agreement on a pre-loss basis.

H. Premiums and Proceeds.

Grantee shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Grantee shall be responsible for all premiums, including increases, for all insurance policies required by this Temporary Easement. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Grantee, in order to ensure a replacement cost settlement and avoid policy cancellation.

I. Deductibles, Coinsurance, & Self-Insured Retention.

Grantee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

J. Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Temporary Easement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Grantee written notice of such action, and Grantee shall agree to cure or comply with such action within thirty (30) days receipt thereof.

K. No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Grantee agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of

coverage to protect Grantee against any loss exposures, whether as a result of this Temporary Easement or otherwise.

L. Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Grantee permits or schedules the use of the Premises for a special event or outside persons/groups, Grantee shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 9.A., with limits of liability not less than \$1,000,000. Grantee shall ensure that County and Grantee are named as Additional Insured under such policy, as described in Section 9.E. Grantee shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

11. Indemnification. Grantee, its successors and assigns shall indemnify, defend and hold the County harmless from and against any damages, liability, actions, claims or expenses (including reasonable attorney's fees and expenses at trial and all appellate levels) arising out of the exercise of the rights granted hereby and use of this Easement by any person whomsoever, including, without limitation, loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Easement Premises or access routes or in connection with the use or operation of the Easement Premises or access routes. To the extent provided under Section 768.28 of the Florida Statutes, County assumes any and all risks of personal injury and property damage attributable solely to the negligent acts or omissions of County and its officers and employees while acting within the scope of their employment by County. Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense that is not inconsistent with Section 768.28, Florida Statutes and that is available to such party under the laws of the State of Florida; or (2) the consent of the County or its officers, employees and/or agents to be sued; or (3) a waiver of sovereign immunity, or any of the provisions of Section 768.28, Florida Statutes, by the County beyond the waiver for money damages up to the amounts set forth in section 768.28 of the Florida Statutes.

12. No Dedication. The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

13. Time of Essence. The parties expressly agree that time is of the essence in this Easement.

14. Matters of Record. Grantee hereby accepts the Easement Premises "As-Is", without warranty or representation and subject to zoning and other governmental

restrictions, matters reflected on any plat relating to the Easement Premises, and all other easements, restrictions, conditions, encumbrances and other matters of record.

15. **Non-Discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, gender identity or expression, or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted pursuant to this Easement.

16. **Construction.** The terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

17. **Entire Understanding.** This Easement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

18. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, , or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Grantee:

Jupiter Community Health Services, Inc.
1210 S Old Dixie Hwy Bldg. 1002 Suite 302
Jupiter, FL 33458
Telephone: 561-602-6100
Fax 561-743-6530:

Any party may from time to time change the address at which notice under this Easement shall be given such party, upon three (3) days prior written notice to the other parties.

19. **Default.** In the event Grantee or County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, County and Grantee shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

20. **Governing Law & Venue.** This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

21. **Prohibition Against Assignment.** This Easement may not be assigned by Grantee.

22. **No Third Party Beneficiary.** No provision of this Easement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Easement, including but not limited to any citizens of County or employees of County or Grantee except the Palm Beach County Health Department is granted rights to use, limited to the specific provisions as set forth in this Temporary Construction Easement.

23. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall

become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

24. Reservation of Rights. County hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein, provided however that County shall not grant any rights that interfere with Grantee's rights of use as set forth in this TCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Temporary Construction Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

Grantee:
Jupiter Community Health Services, Inc.
1210 S. Old Dixie Hwy
Bldg 1002. Suite 302
Jupiter FL 33458

Witness Signature

BY: _____
Chairman of the Board

Witness Name Printed

Print Name

Title

Witness Signature

(SEAL) OR
(SEAL) (corporation not for profit)

Witness Name Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____, of _____ a _____ (_____) who is personally known to me OR (____) who has produced _____ as identification and who (_____) did (_____) Or did not take a oath.

(Notary Seal)

Notary Public, State of Florida

Type, print or stamp name

Commission Number: _____

My Commission Expires: _____

WITNESSED:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

BY: _____
Larry Schaner

BY: _____
Audrey Wolf, Director, Facilities
Development & Operations

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**PALM BEACH COUNT HEALTH DEPARTMENT
AS TO PATIENT MEDICAL RECORDS
DISPOSAL REFERENCED IN SECTION 7 ONLY.**

WITNESS:

Witness Signature

By: _____

Print Witness Name

Title: _____

Witness Signature

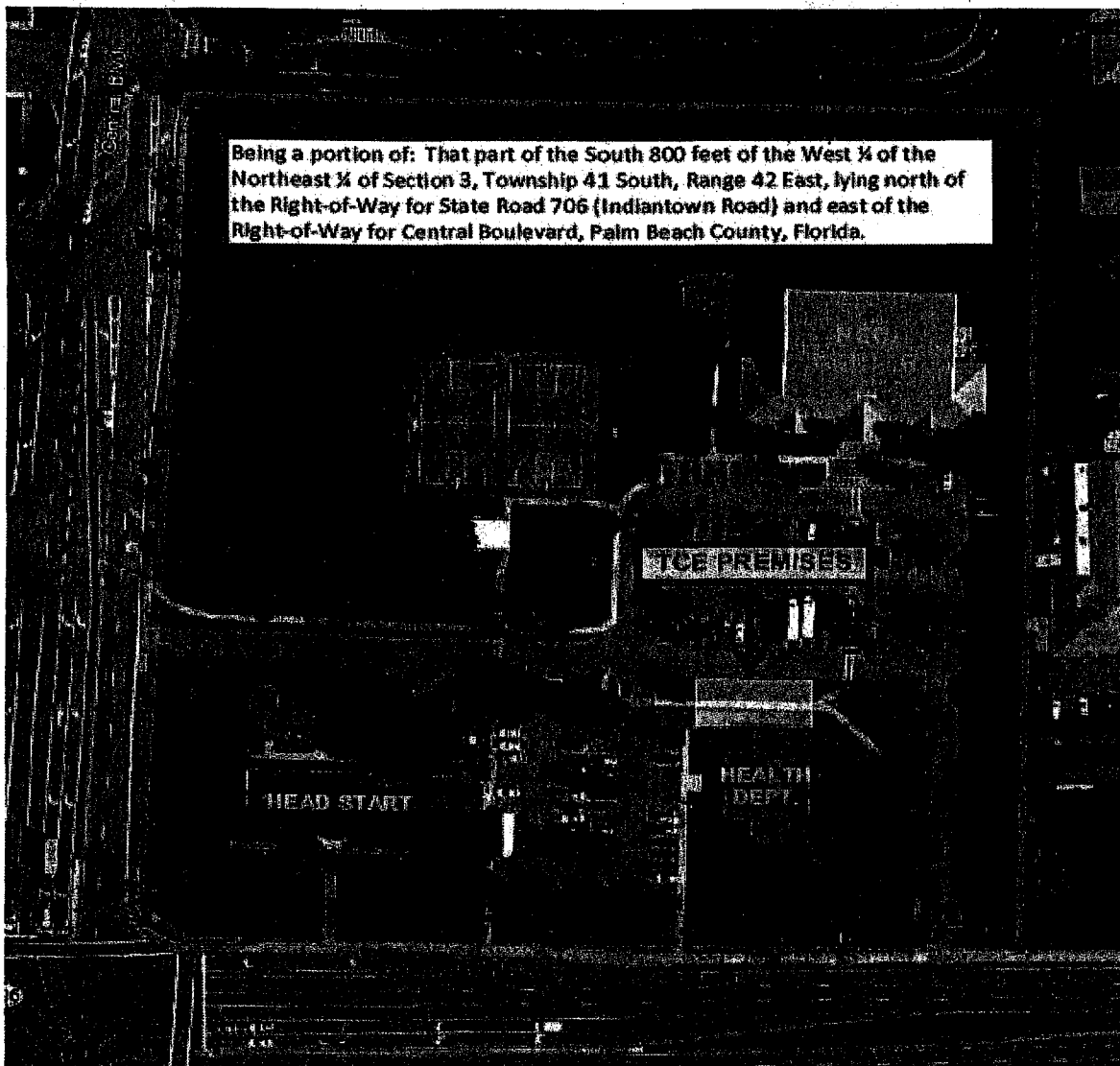
Print Witness Name

DRAFT

EXHIBIT "A"
AERIAL DEPICTION OF COUNTY PROPERTY



EXHIBIT "B"
DEPICTION OF EASEMENT PREMISES*



**As presently proposed. Subject to change*

EXHIBIT "C"

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Jupiter Community Health Services, Inc., d/b/a My Clinic, a 501(c)(3) corporation (hereinafter called Principal), as Principal, and _____, a corporation duly organized under the laws of the State of _____ and duly authorized and licensed to do business in the State of Florida (hereinafter called Surety), as Surety, are held and firmly bound unto Palm Beach County, a political subdivision of the State of Florida (hereinafter called the Obligor), as Obligor, in the full and just sum of Twenty Thousand Dollars (\$20,000.00) lawful money of the United States of America to be paid to the Board of County Commissioners of Palm Beach County to which payment will and truly to be made, the said Principal and Surety bind themselves and each of their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a certain written agreement with the above mentioned Obligor, dated _____, to operate and manage an expansion to the Jupiter Health Center, Agreement No. _____, which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein; and

WHEREAS, the Obligor has agreed to accept a bond guaranteeing the performance of said agreement.

NOW THEREFORE, the conditions of this obligation are such that if Principal shall faithfully perform such agreement within the time therein specified, and shall in every respect fulfill its obligations thereunder, and shall indemnify and save harmless the Obligor against or from all claims, costs, expenses, damages, injury or loss, including contingent costs to carry out and execute all the provisions of said agreement, within the time therein specified, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and Surety have executed these presents this _____ day of _____, 2013.

ATTEST: _____
PRINCIPAL

By: _____
(Signature of Other Corporate Officer)

_____, a corporation
of the State of _____

By: _____
President/Vice President

Principal Address:

SURETY

Witness Signature

Print Name

Witness Signature

Print Name

Surety Address:

By: _____
It's Attorney-in-Fact

(Attach Power of Attorney)

ATTACHMENT D
Expansion Project Lease

PALM BEACH COUNTY

LEASE AGREEMENT

between

PALM BEACH COUNTY

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

and

JUPITER COMMUNITY HEALTH SERVICES, INC.
d/b/a MY CLINIC

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **Jupiter Community Health Services, Inc.**, d/b/a My Clinic, a 501(c)(3) corporation; hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, County is willing to lease such property to Tenant for the use set forth hereinafter;

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to the Tenant, and Tenant rents from County, the real property identified and depicted on Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence upon the COUNTY's execution of this Lease at the request of the Tenant, (the "Commencement Date") and shall extend for a period of 30 years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The County will document the commencement date by written notification pursuant to Section 14.02 of this Agreement.

Section 1.03 Option to Extend.

County hereby grants to Tenant, so long as Tenant shall not be in default of any term, covenant, condition or payment of rent under this Lease, the right and option to extend the Term of this Lease for two successive period(s) of ten (10) year(s) each under the same terms and conditions of this Lease and commencing upon the expiration of the initial Term of this Lease or any extension thereof. Tenant shall exercise its option to extend, if at all, by written notice to the County received by the County on or before 180 days prior to the expiration of the initial Term of this Lease or any extension thereof. Failure of Tenant to duly and timely exercise its option to extend the Term of this Lease shall be deemed a waiver of Tenant's right to said option and all further options.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of one dollar (\$1.00), payable without notice on the Commencement Date and each subsequent anniversary thereof. Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation, except for County obligations for maintenance and repair as set forth in Section 3.02 of this Lease.

Section 2.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 2.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises. The Premises are defined in Section 1.01 of this Lease.

Section 2.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. Any such default or failure shall require written notice to Tenant of at least forty-five (45) days to provide Tenant at least one opportunity to cure, prior to and separate from any declaration of default. In the event

Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental of the Premises, as provided for in Chapter 83.06, Florida Statutes.

Section 2.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises, excepting that the Premises shall be subject to a warranty of habitability.

Section 3.02 Building Maintenance and Repair.

County shall perform all building maintenance or repairs to the Premises. Maintenance and Repair includes those components of foundation and substructure, structural systems, exterior wall systems, roof system, ceiling system, electrical system, base building electrical, water and sewer service, plumbing, HVAC, fire alarm and parking areas to be used by Tenant, its employees, invitees and guests. This includes on-going capital renewal/replacement. Tenant shall request building maintenance and repairs through a Request For Services directed to County.

Building maintenance and repair costs shall be performed by County at County's cost unless said maintenance, damage or repair was caused by Tenant. In that event, County shall complete the necessary repairs and upon receipt of invoice, Tenant shall reimburse County for all costs and expenses incurred by County in doing so. Tenant damages include damage caused by invitees, employees, agents or guests of Tenant, damage caused by equipment, supplies or operations of Tenant. Additionally, Tenant must promptly notify County of any damage, condition or situation that may be mitigated to prevent additional deterioration or damage to the Premises and shall immediately notify County of any condition or situation which may render the Premises unsafe. Tenant shall be solely responsible for paying the costs of remediation or repair in the event Tenant fails

to notify County of a condition, damage or a repair that results in additional costs, damages or expenses to County.

Section 3.03 Tenant Responsibilities/Custodial and Janitorial Services.

The Tenant shall be responsible for those items which are common to the operation of any medical clinic or office including, but not limited to, the maintenance and upkeep of furniture, benches, waste receptacles for the interior of the Premises, telephone services and systems, audio systems, computer communications networks, hazardous waste disposal, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, customary custodial needs, electric consumption, water consumption, sewer and waste discharge services, utility services and repair of damage caused by invitees, employees, agents or guests of Tenant, as well as damage caused by equipment, supplies or operations of Tenant.

Tenant shall immediately report to a County representative any condition, situation, repair need or activity on the Premises, (including the parking areas routinely used by Tenant's employees, invitees or guests, and the building areas or grounds shared with the Health Department), that Tenant knows or reasonably should know, poses a risk to persons or property. If directed by the County, Tenant shall postpone its activity until the County notifies the Tenant that it is safe to resume the activity.

Notwithstanding the duty to report to County, Tenant has the obligation to promptly take such reasonable precautionary measures as necessary to prevent accident or injury and to safeguard property which may include blocking access to a portion of the premises, or stopping operations and notifying appropriate authorities.

To the extent permitted by law, Tenant shall indemnify, defend and hold County harmless from and against all losses, claims, actions, damages and costs which may arise from, contribute to, or arise as a result of, Tenant's failure to take reasonable prompt precautionary measures to prevent accident or injury and/or Tenant's failure to notify County of property damage or a repair need that results in, contributes to, or causes, accident or injury.

Section 3.04 Alterations

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Alterations must be approved and performed under the direction of County in accordance to County design and building criteria. Approval of any such request may be contingent upon Tenant providing full funding for said Alteration. Requests for Alterations to accommodate program functions or personal property of Tenant are to be requested through a Request for Service Form.

Section 3.05 No Liens

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's

estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for the operation of a health clinic providing medical/dental services at no charge to eligible indigent persons under the state Volunteer Provider Program, §766.1115, Florida Statutes pursuant to written agreement with the Palm Beach County Health Department. Tenant may also authorize the Palm Beach County Health Department ("Health Department") to provide medical services at the Premises. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever and shall not use, permit or suffer the use of the Premises except in the provision of services as specifically set forth herein, without the prior written consent of County, which consent may be granted or withheld in County's sole discretion.

Tenant shall immediately report to a County representative any condition, situation, repair need or activity on the Premises, (including the parking areas routinely used by Tenant's employees, invitees or guests, and the building grounds shared with the Health Department), that Tenant knows or reasonably should know, poses a risk to persons or property. If directed by the County, Tenant shall postpone its activity until the County notifies the Tenant that it is safe to resume the activity. County shall perform all repairs in a commercially reasonable time upon receipt of notice of a condition or repair and make reasonable efforts to restore use of the Premises to Tenant if Tenant activities are postponed.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. County shall place waste receptacles (dumpsters) at or in the vicinity of the Premises, (Campus area) at the allocation and location determined by County, and shall provide routine waste

removal services (emptying of dumpsters) at its sole cost and expense. Tenant shall be solely responsible for the handling and disposal of medical waste, including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers on the interior of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or conducted pursuant to this Lease. Tenant warrants that the services provided at the Premises shall be equally available and open to and benefit all residents of Palm Beach County, provided that they meet the standard eligibility criteria, and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in County.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as

defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

Section 4.07 Emergency Use of Premises by Health Department

In the event of any type of emergency situation or disaster, including but not limited to, a hurricane, extreme medical event and/or public health emergency such as pandemic, the County Administrator may determine that the Health Department requires use of the Premises to protect the health, safety and welfare of the residents of Palm Beach County. Upon that determination (which determination shall be in the sole and absolute discretion of the County Administrator and shall be based on the best information and knowledge regarding the particular emergency that the County Administrator has available at the time of making such a determination and after consultation with the Director of the Health Department) and upon verbal or written notice, the Tenant shall promptly cede use of the Premises, or any portion thereof, for Health Department use, without rent, use fee or other payment or compensation; provided however that the County shall reimburse the Tenant the actual direct operational costs incurred by Tenant as a result of such use, during the pendency of the emergency event, including but without limitation, the time period(s) immediately preceding and following the actual occurrence of the event which shall include telephone charges, water charges and utilities, if these are paid by Tenant, and consumable medical supplies used, including bandages, antiseptics, and medicines. County shall also reimburse Tenant for the actual cost to repair or restore personal property that was damaged by the Health Department or its invitees or guests during the period of emergency use. Tenant further agrees to not offer the Premises for emergency

use to any other governmental entity or organization without the County Administrator first having made a determination that it is not required for Health Department use.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall perform all building maintenance or repairs to the Premises as set forth in Section 3.02, at its sole cost and expense except as otherwise specified in Section 3.02. Tenant shall perform all custodial and janitorial cleaning, maintenance and upkeep as set forth in Section 3.03, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Routine inspections shall be performed after Tenant's business hours and County shall use reasonable efforts to coordinate an agreed upon time with Tenant for the inspection. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as County's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 7.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than

\$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non-Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts, if required by Florida law. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.04 Premises Insurance.

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

Section 7.05 Property, Flood & Wind Insurance

At any time during the Term of this Lease, Tenant shall have the option, but not the requirement, to purchase (1) property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of any buildings, additions, betterments and improvements to the property, including those made on or behalf of Tenant. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special-Cause of Loss (All Risk) form and include an endorsement for Ordinance and Law in an amount not less than twenty-five percent (25%) of the property insurance limit; (2) flood insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of any buildings, additions, betterments and improvements to the property, including those made on or behalf of Tenant, or in the maximum amount available from the National Flood Insurance Program, whichever is less; (3) windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of any buildings, additions, betterments and improvements to the property, including those made on or behalf of Tenant, or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. If Tenant purchases such insurance, Tenant shall ensure such coverage is provided on a primary basis and that County is a loss payee. Tenant shall notify County of its intent to purchase, cancel or not renew said property insurance at least fifteen (15) days in advance of said action.

Section 7.06 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers'

Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.07 Loss Payee Endorsement.

Tenant shall cause the Property, Flood and Windstorm Insurance policies to be endorsed to add the County as a Loss Payee. Tenant shall ensure the Loss Payee endorsement provides coverage on a primary basis. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.08 Certificate of Insurance.

Tenant shall provide the County with a certificate of insurance evidencing limits, coverages and endorsements required herein. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.09 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.10 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.11 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.12 Right to Review, Reject or Adjust Insurance.

The County's Risk Management Department shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. Acceptance of insurance policies or coverage shall not be unreasonably withheld. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 7.13 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.14 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.05. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

Section 7.15 Period of Insurance Coverage.

The insurance coverages required in this Section shall not be required until thirty (30) days prior to occupancy or any storage on, or use of, the Premises by Tenant. Insurance coverages may be terminated if the Tenant ceases and permanently surrenders occupancy of the Premises to County for any reason.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, any subtenant and the general public, and from and against any orders, judgments, and/or

decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Lease without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

To the extent provided under Section 768.28 of the Florida Statutes, County assumes any and all risks of personal injury and property damage attributable solely to the negligent acts or omissions of County and its officers and employees while acting within the scope of their employment by County. Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense that is not inconsistent with Section 768.28, Florida Statutes and that is available to such party under the laws of the State of Florida; or (2) the consent of the County or its officers, employees and/or agents to be sued; or (3) a waiver of sovereign immunity, or any of the provisions of Section 768.28, Florida Statutes, by the County beyond the waiver for money damages up to the amounts set forth in Section 768.28 of the Florida Statutes.

ARTICLE IX DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, then County may, at its sole option, appropriate funds for the restoration of the Premises and commence restoration within sixty (60) days and thereafter diligently pursue the restoration to completion. Alternatively, if Tenant has purchased property insurance coverage, as set forth in Section 7.05 of this Lease, and said property insurance funds are paid to County and provided such insurance funds are sufficient to fully fund 100% of the costs of the restoration of the Premises, or if County receives through any combination of Tenant-purchased property insurance and/or other Tenant funding, 100% of the funds required to restore the Premises within sixty (60) days, then County shall utilize the funds to commence restoration of the Premises within sixty (60) days of receipt of said funds, and the Lease shall not be terminated. In the event County does not appropriate the funds for restoration, or does not receive 100% of the funds for the restoration of the Premises as set forth in this Section IX, then County shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as County's sole property. In the event County elects to terminate this Lease as authorized herein, then the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section 10.01 Consent Required.

Tenant may not assign this Lease except to the Department of Health. Tenant may not mortgage, pledge or encumber this Lease in whole or in part, nor grant any easements affecting the Premises, without prior written consent of County.

Section 10.02 Assignment and Subletting.

County shall not unreasonably withhold consent to subleases or operating agreements for a portion of the Premises to non-profit organizations or entities providing a component of free health or dental services or who are providing an ancillary service related to free health or dental services to Palm Beach County residents, provided such assignments or operating agreements contain, or are otherwise subject to, all terms of this Lease.

Section 10.03 Assignment and Subleasing Otherwise Prohibited.

Any attempted assignment, mortgage, pledge or sublease to entities or for uses not identified in this Section may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless a force majeure event including hurricane, fire or flood prevents said compliance; (iii) Tenant's vacating or abandoning the Premises for a period of greater than thirty (30) calendar days; (iv) Tenant's discontinuation of services for a period of greater than thirty (30) consecutive business days unless a force majeure event including hurricane, fire or flood prevents said compliance; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding or (vi) Tenant's contractual relationship with the Department of Health under the state Volunteer Provider Program §766.1115, Florida Statutes is terminated or Tenant is no longer providing free health services at the Premises. In the event a force majeure event such as hurricane, flood or fire damage prevents compliance

with subsections (ii) or (iv), Tenant shall have thirty (30) days following cessation of the force majeure event to comply. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the County is so notified, this Lease will continue.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

ARTICLE XII ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone 561-233-0217
Fax 561-233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone 561-355-2225
Fax 561-355-4398

- (b) If to the Tenant at:
Jupiter Community Health Services, Inc.
1210 S Old Dixie Hwy,
Building 1002, Suite 302
Jupiter, FL 33458
Telephone 561-602-6100
Fax 561-743-6530

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.06 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.07 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.08 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.09 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 14.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.11 Waiver, Accord and Satisfaction.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.12 Non-exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.13 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.14 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.16 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Tenant, except that the Palm Beach County Health Department, is granted rights to use limited to the specific provisions as set forth in this Lease.

Section 14.17 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 14.18 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Section 14.19 Property of Tenant

The property of Tenant to be installed by or on behalf of Tenant, whether fixed or moveable, including but not limited to fixtures, examination and diagnostic equipment, dental equipment, furniture, communication equipment and computer equipment, are and remain the property of Tenant. However, the personal property must be physically removed from the Premises by the termination date of the Lease, or the property shall be deemed abandoned and County may dispose of it in any way it deems fit. The patient's records created and/or maintained by Tenant are deemed solely the property of the Tenant and are recognized to be the subject of federal privacy laws that preclude disclosure to third parties. If Grantee abandons the medical records of its patients, the patient medical records shall be delivered to the Palm Beach County Health Department for disposal in accordance to applicable federal and state laws, rules and regulations.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

TENANT: Jupiter Community Health Services, Inc. d/b/a My Clinic

Witness Signature

By: _____

Title: Chairman of the Board

Print Witness Name

Witness Signature

(SEAL) OR
(SEAL) (corporation not for profit)

Print Witness Name

WITNESS:

Witness Signature

By: _____

Print Witness Name

Title: _____

Witness Signature

Print Witness Name

PALM BEACH COUNT HEALTH DEPARTMENT
AS TO PATIENT MEDICAL RECORDS DISPOSAL
REFERENCED IN SECTION 14.19 ONLY

WITNESS:

Witness Signature

By: _____

Print Witness Name

Title: _____

Witness Signature

Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

Signed and delivered in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

G:\PREM\Standard Documents\CTY-LL (102312).docx

JCHS Development Agreement
3.20.13

EXHIBIT "A"
THE "PREMISES"

EXHIBIT "B"

DISCLOSURE OF BENEFICIAL INTEREST

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Public Building Improvement

3804

BGEX-410-032513-1321

BGRV-410-062513-548

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 3/25/2013	REMAINING BALANCE
<u>REVENUES</u>								
411-B556	6943- Reimbursed Other	0	0	896,000		896,000		
	Total Receipts and Balances	36,783,123	35,922,829	896,000	0	36,818,829		
<u>EXPENDITURES</u>								
<u>Jupiter Health Expansior</u>								
411-B556	4907 - Building Imp Non Capital	0	0	896,000		896,000	0	896,000
						0		
	Total Appropriations & Expenditures	36,783,123	35,922,829	896,000	0	36,818,829		

INITIATING DEPARTMENT/DIVISION
Facilities Development & Operations
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

Anthony Wolf

3/25/13

By Board of County Commissioners
At Meeting of
16-Apr-13
Deputy Clerk to the
Board of County Commissioners